**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

G4S SECURE INTEGRATION LLC, f/k/a G4S TECHNOLOGY LLC, a Delaware limited liability company,

Plaintiff,

v.

EX2 TECHNOLOGY LLC, a Nebraska limited liability company, KYLE HILDEBRAND, an individual, MISTY STINE, an individual, JAMES KAWAMOTO, an individual, GREGORY BENAK, an individual, JAYSON SWOPE, an individual, JOEL MULDER, an individual and JAY JORGENSEN, an individual

Defendants.

Case No. 17-cv-04277

Judge
Magistrate Judge

**JURY TRIAL DEMANDED**

**COMPLAINT FOR INJUNCTIVE RELIEF, DAMAGES, AND OTHER RELIEF**

COMES NOW Plaintiff G4S Secure Integration LLC, f/k/a G4S Technology, LLC ("G4S") and brings this Complaint for injunctive relief and damages against Defendants EX2 Technology LLC ("EX2"), Kyle Hildebrand ("Hildebrand"), Misty Stine ("Stine"), James Kawamoto ("Kawamoto"), Gregory Benak ("Benak"), Jayson Swope ("Swope"), Joel Mulder ("Mulder") and Jay Jorgensen ("Jorgensen") (collectively referred to herein as "Defendants"), and hereby alleges and states as follows:

**INTRODUCTION**

1. In November 2009, G4S Technology Holdings (USA) Inc. (f/k/a G4Tec Holdings (USA) Inc.) bought Adesta LLC ("Adesta," which later became known as G4S) for $66,000,000 from the equity owners, Fulcrum Growth Partners, LLC ("Fulcrum") and Adesta Management Group, Inc. ("AMG"). Fulcrum was owned and managed by its member, the private equity firm

McCarthy Group ("McCarthy"), and AMG was owned by members of Adesta senior management.

2. Two of those Adesta senior management members were Defendants Kawamoto and Benak, who served as CFO and General Counsel, respectively, of Adesta and who remained in those positions post-sale. As equity owners of Adesta, Defendants Kawamoto and Benak profited from the sale of the business.

3. With the exception of Defendant Hildebrand, who joined G4S in 2010, each of the individual Defendants was employed by Adesta in senior management, executive, and/or corporate officer roles prior to the sale and continued in their respective roles with G4S after the sale.

4. Each of the individual named Defendants acknowledged in writing that G4S, which operates in the highly technical telecommunications and infrastructure industry, possessed confidential information and trade secrets that provide G4S a distinct competitive advantage in the marketplace. Specifically, each of the individual Defendants, all of whom were seasoned and sophisticated business executives in the telecommunication and security industries (Mr. Benak also being a lawyer), willingly entered into clear and unambiguous Proprietary Matters Agreements ("PMAs") with G4S, which contained provisions for non-disclosure of confidential information and trade secrets, non-solicitation of employees, and non-solicitation of customers.[1]

5. The PMAs prohibit the direct and indirect disclosure or use of all proprietary information during employment with G4S and for a period of two years following termination.

[1] Copies of the executed PMAs from each of the individual Defendants are attached hereto as Exhibit A.

6. The PMAs also prohibit former employees from soliciting any customer or potential customer of G4S with whom they had personal contact within six months prior to termination for a period of 12 months following termination.

7. The PMAs further prohibit former employees from soliciting any G4S employees for employment while employed by G4S and for a period of 12 months following termination.

8. The PMAs were necessary, in part, because the individual Defendants had access to and/or utilized confidential and trade secret information in connection with carrying out their job duties and responsibilities at G4S.

9. Notwithstanding the foregoing, beginning in August of 2014, a group of senior executives of G4S decided to start their own business, EX2, to compete directly with G4S.

10. This group consisted of: Hildebrand, Stine, Jorgensen, Swope, and Mulder, as well as Kawamoto and Benak, the two executives who had directly profited from the $66,000,000 sale five years earlier. (Hildebrand, Stine, Jorgensen, Swope, Mulder, Kawamoto, and Benak will be collectively referred to herein as the “Defecting Employees”).

11. In June 2015, West Partners LLC, an investment company, announced that it had joined with the Defecting Employees to create Defendant EX2. The President and founding member of West Partners is Dennis O’Brien. Mr. O’Brien was a partner at the McCarthy Group when it sold Adesta to G4S Holdings. Mr. O’Brien had also previously served as a director of Adesta.

12. The following chart sets forth the Defecting Employees’ departures from G4S, their current titles with Defendant EX2, and their responsibilities with G4S and EX2:

| DEFECTING EMPLOYEES | | |
|---|---|---|
| **NAME** | **EX2 TITLE** | **EXPERIENCE/RESPONSIBILITIES** |
| Jim Kawamoto, departed G4S October 1, 2014 | President and Chief Financial Officer | EX2's website promotes Mr. Kawamoto as having decades of experience in the communications, security, and financial industries, much of which he acquired during his 25 year career at G4S. Mr. Kawamoto served as Chief Financial Officer of G4S. |
| Misty Stine, departed G4S January 1, 2015 | Executive Vice President of Business Development | EX2's website promotes Ms. Stine as having more than 30 years of experience in the communications and security industries, much of which she acquired during her 20 year career at G4S. Ms. Stine had responsibilities for business strategy and developing relationships with customers, organizations, and vendors/suppliers while at G4S and now has comparable responsibilities with EX2. |
| Kyle Hildebrand, departed G4S December 16, 2014 | Vice President of Project Development | EX2's website promotes Mr. Hildebrand's experience with government agencies, critical infrastructure clients, and Fortune 500 companies and was responsible at G4S for pre-sales support functions, including engineering, estimating, and proposal writing. Mr. Hildebrand has those responsibilities now with EX2. |
| Greg Benak, departed G4S May 15, 2015 | Vice President of Legal Affairs | EX2's website promotes Mr. Benak as having more than 30 years of experience as a business attorney and in-house legal counsel in the telecommunications, construction and technology fields, much of which he acquired during his 16 year career at G4S. Mr. Benak was Sr. VP General Counsel and Secretary at G4S and has comparable responsibilities now at EX2. |

| | | |
|---|---|---|
| Joel Mulder, departed G4S April 15, 2015 | Vice President of Sales | EX2's website promotes Mr. Mulder as having 35 years of experience developing public-private partnerships with customers to enhance their networks, much of which he acquired during his 21 year career at G4S. Mr. Mulder's responsibilities at G4S are comparable to those referenced in the EX2 website, including responsibilities for wireless and fiber optic technologies. |
| Jayson Swope, departed G4S April 27, 2015 | Vice President of Engineering | EX2's website promotes Mr. Swope as having more than 20 years of experience in telecommunications and critical infrastructure security, much of which he acquired during his 22 year career at G4S. He was responsible for engineering at G4S and now has comparable responsibilities at EX2. |
| Jay Jorgensen, departed G4S May 22, 2015 | Vice President of Operations | EX2's website promotes Mr. Jorgensen as having more than 20 years of operations management in the telecommunications and security industries, much of which he acquired during his 19 year career at G4S. Mr. Jorgensen had responsibilities for customer support, bringing networks to final completion, and providing long term maintenance for G4S and now has those comparable responsibilities with EX2. |

13. As the above chart demonstrates, EX2's business operations are ***specifically structured*** so that the Defecting Employees' positions and responsibilities are comparable to the positions and responsibilities they held with G4S. Moreover, the Defecting Employees are the ***only*** executives identified by EX2 on its website promoting EX2's "extensive experience" to its potential customers and the public.[2]

14. G4S and EX2 provide identical broadband telecommunication infrastructure network products and services to customers in various industries. West Partners lists EX2 on its website as part of its investment portfolio and, upon information and belief, provided much

[2] A copy of this EX2 webpage as of June 6, 2017 is attached hereto as Exhibit B.

needed capital to EX2 and the Defecting Employees. *See* http://www.westpartners.com/portfolio/.

15. Notwithstanding the clear and unambiguous obligations under the PMAs, EX2 and the Defecting Employees misappropriated G4S's trade secrets to position EX2 to directly compete with G4S. Indeed, this treachery has enabled EX2 to directly compete with G4S with respect to customers and employees, including, but not limited to, those Illinois customers referenced in Paragraph 21 below. And to make matters even worse, while competing with G4S, EX2 has resorted to making knowingly false and misleading statements to actual and prospective customers disparaging G4S and touting EX2 and the Defecting Employees.

## NATURE OF THE ACTION

16. This is an action for Defendants' violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 ("DTSA"), for which G4S seeks injunctive relief and damages in an amount to be determined at trial.

17. This is an action for Defendant EX2's violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), for which G4S seeks injunctive relief and damages in an amount to be determined at trial.

18. This is an action for Defendant EX2's violation of the Illinois Uniform Deceptive Trade Practices Act ("IUDTPA"), 815 ILCS 510, for which G4S seeks injunctive relief and damages in an amount to be determined at trial.

## PARTIES, JURISDICTION, VENUE, AND ILLINOIS NEXUS

19. Plaintiff G4S is a Delaware limited liability company and maintains its executive offices in Willowbrook, Illinois. Specifically, Frank Cirone, President of G4S, and Joe Schwaderer, Chief Financial Officer of G4S, maintain their offices in Willowbrook. In addition to Cirone and Schwaderer, executives of G4S who maintained offices in the Chicago and

Willowbrook locations during relevant times herein included Rajeeve Kaul, Vice President of Strategy, Chris Roberts (Defendant Jay Jorgensen's successor), Regional Manager, Kellas Dodson, Project Manager, Joe Young, National Director, and Jennifer Scanland, Director of Business Transformation. In addition, G4S maintains its Nuclear and Critical Infrastructure Group, which consists of approximately 30 employees, in the Willowbrook, Illinois location. All of the foregoing individuals have responsibilities that relate to and are impacted by the Defendants' acts and omissions.

20. G4S maintains its Secure Integration Midwest Region in Willowbrook, Illinois. This Midwest Region is a substantial and strategic part of G4S's business operations. Currently, G4S's Regional Manager is Chris Roberts, who succeeded Defendant Jorgensen. Defendant Jorgensen was previously the Regional Manager for G4S and is now employed by Defendant EX2 in a similar capacity with comparable responsibilities.

21. Operating out of Willowbrook, G4S's Midwest Region has, or had during relevant times hereto, business relationships with ***dozens*** of Illinois-based customers, including, for example, the Illinois State Toll Highway Authority ("ISTHA") and the Illinois Department of Innovation & Technology ("DoIT") f/k/a Illinois Department of Central Management Services ("CMS"). G4S's Midwest Region also has, or had during relevant times hereto, business relationships with national clients who have a presence in Illinois. Each of these customers is serviced by G4S's Illinois-based Midwest Region and have been or will be impacted by Defendants' misappropriation, use, and disclosure sought to be enjoined herein.

22. Defendants Jorgensen and Mulder had substantial responsibilities while at G4S with respect to G4S's Illinois-based customers and, upon information and belief, have had similar responsibilities for EX2 from and after the time they were hired by EX2. Moreover, both

Defendant Jorgensen and Defendant Mulder, at all times relevant hereto, have lived in and worked from Illinois. Furthermore, when Mulder and Jorgensen were engaged in the conduct detailed herein, the other named Defendants, who did not live in Illinois, knew that Mulder and Jorgensen both lived in and carried out their respective business activities from Illinois.

23. Upon information and belief, each of the Defecting Employees, either directly or indirectly, through the substantial efforts of Defendants Jorgensen and Mulder, and in active concert or participation with the other Defendants, have approached all or most of G4S's Illinois-based customers, including critical customers such as Exelon, ISTHA, and the City of Batavia.

24. Defendant EX2 is a Nebraska limited liability company with its principal place of business at 1044 North 115th Street, Suite 200, Omaha, Nebraska 68154. EX2 established an Illinois-based Midwest region and has employed Defendants Jorgensen and Mulder with respect to said region. EX2, through its Illinois-based office, actively competes with G4S in Illinois and throughout the United States. Each of the Defecting Employees, in active concert and participation with each of the other Defecting Employees, have worked to establish EX2's Illinois-based office in order to actively compete with G4S and have misappropriated G4S's trade secrets as alleged herein.

25. Upon information and belief, Defendant Mulder is a resident of St. Charles, Illinois. Defendant Mulder is now employed by EX2 and maintains his business office in Illinois. Upon information and belief, Defendant Mulder has similar responsibilities with EX2 as he had with G4S immediately preceding his departure from G4S.

26. Upon information and belief, Defendant Mulder, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

27. Upon information and belief, Defendant Jorgensen is a resident of Plainfield, Illinois. Defendant Jorgensen is now employed by EX2 and maintains his business office in Illinois. Upon information and belief, Defendant Jorgensen has similar responsibilities with EX2 as he had with G4S immediately preceding his departure from G4S.

28. Upon information and belief, Defendant Jorgensen, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

29. Upon information and belief, Defendant Swope is a resident of Gretna, Nebraska. Upon information and belief, Defendant Swope, acting in concert and participation with the other Defecting Employees, has assisted EX2 in establishing EX2's Illinois-based regional office and soliciting G4S's Illinois-based customers and customers of G4S outside the state of Illinois.

30. Upon information and belief, Defendant Swope, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

31. Upon information and belief, Defendant Hildebrand is a resident of Gretna, Nebraska. Upon information and belief, Defendant Hildebrand, acting in concert and participation with the other Defecting Employees, has assisted EX2 in establishing EX2's Illinois-based regional office and soliciting G4S's Illinois-based customers and customers of G4S outside the state of Illinois.

32. Upon information and belief, Defendant Hildebrand, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

33. Upon information and belief, Defendant Stine is a resident of Plattsmouth, Nebraska. Upon information and belief, Defendant Stine, acting in concert and participation with the other Defecting Employees, has assisted EX2 in establishing EX2's Illinois-based regional office and soliciting G4S's Illinois-based customers and customers of G4S outside the state of Illinois.

34. Upon information and belief, Defendant Stine, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

35. Upon information and belief, Defendant Kawamoto is a resident of Omaha, Nebraska. Upon information and belief, Defendant Kawamoto, acting in concert and participation with the other Defecting Employees, has assisted EX2 in establishing EX2's Illinois-based regional office and soliciting G4S's Illinois-based customers and customers of G4S outside the state of Illinois.

36. Upon information and belief, Defendant Kawamoto, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

37. Upon information and belief, Defendant Benak is a resident of Omaha, Nebraska. Upon information and belief, Defendant Benak, acting in concert and participation with the other Defecting Employees, has assisted EX2 in establishing EX2's Illinois-based regional office and soliciting G4S's Illinois-based customers and customers of G4S outside the state of Illinois.

38. Upon information and belief, Defendant Benak, in active concert and participation with the other Defendants, has misappropriated G4S's trade secrets to solicit and secure business for EX2 from G4S customers.

39. This Court has personal jurisdiction over Defendant EX2, pursuant to 735 ILCS 5/2-209, because EX2 is a corporation that transacts business in Illinois and because it committed, in substantial part, the underlying acts alleged herein in Illinois. Upon information and belief, each of the Defecting Employees, acting in concert and participation with EX2, have solicited G4S's customers in Illinois and in other states misappropriating, using, and disclosing G4S's trade secrets.

40. This Court has personal jurisdiction over Defendants Hildebrand, Stine, Kawamoto, Benak, Swope, Jorgensen, and Mulder, pursuant to 735 ILCS 5/2-209. Upon information and belief, each of the Defecting Employees, acting in concert with EX2, have solicited G4S's customers in Illinois and in other states using G4S's trade secrets.

41. This Court has personal jurisdiction over each of the Defendants because each of the Defendants is an independent member of the conspiracy alleged herein and so each is subject to jurisdiction. Furthermore, each and every named Defendant has acted in concert and participation with the other named Defendants—including Mulder and Jorgensen, who engaged in their conduct in Illinois—to misappropriate, use, and disclose G4S's trade secrets.

42. Subject matter jurisdiction is proper for the DTSA claims in this Court pursuant to 18 U.S.C. § 1836(c), because this is a civil matter over which this Court has general and original jurisdiction.

43. Subject matter jurisdiction is proper for Lanham Act claims in this Court pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1331, because this is a civil matter over which this Court has general and original jurisdiction.

44. Subject matter jurisdiction is proper for IUDTPA claims in this Court pursuant to 28 U.S.C. § 1367, because such claims are so related to EX2's Lanham Act claim that they form part of the same case or controversy under Article III of the United States Constitution.

45. Venue before this Court is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district, or a substantial part of property that is the subject of the action is situated in this judicial district.

## ADDITIONAL FACTUAL BACKGROUND

46. Six of the seven Defecting Employees—all but Hildebrand—were employed in senior management roles with Adesta prior to G4S purchasing Adesta in 2009. These six Defecting Employees continued to serve in senior management roles for G4S following the sale. Hildebrand joined G4S in 2010.

47. As referenced above, each of these Defecting Employees entered into PMAs, which included key provisions governing their access to and use of G4S's proprietary and confidential information and trade secrets.[3]

48. Specifically, each of the aforementioned PMAs the Defecting Employees signed contained a provision governing non-disclosure of proprietary information that reads in relevant part:

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[3] Six of the seven Defecting Employees signed these PMAs in 2002. Defendant Hildebrand signed his PMA in 2010 when he joined G4S. Copies of the seven executed PMAs are attached hereto as Exhibit A.

> At all times, both during Employee's employment and for two years following the date that employment ceases for any reason, Employee will keep all Proprietary Information in confidence and trust, and Employee will not directly or indirectly use or disclose any of such Proprietary Information for Employee's benefit or for the benefit of any other person, entity, firm, organization, association or partnership without the written consent of the Company except as may be necessary to perform Employee's duties as an employee of the Company.

49. Significantly, as the Defecting Employees each explicitly acknowledged, because G4S's ***"Proprietary Information could not practically be disregarded, the provision of similar services to a competitor of the Company immediately following the termination of Employee's employment with the Company would inherently and inevitably result in the use of Proprietary Information by Employee, even if Employee were to use Employee's best efforts to avoid using such Proprietary Information."*** Accordingly, each of the aforementioned PMAs also contains a provision governing non-solicitation of G4S customers that reads in relevant part:

> Employee agrees that while Employee is employed by the Company and for a period of twelve (12) months after the date of termination of Employee's employment with the Company for any reason whatsoever, whether voluntary or involuntary, Employee will not, directly or indirectly:
>
>> (a) [s]olicit the sale of products or services from, or aid in the replacement of products or services of, any customer or prospective customer of the Company with whom Employee had personal contact within six (6) months prior to the termination of Employee's employment with the Company of the type or character provided by the Company to such customer (or sought to be provided to any prospective customer) during Employee's employment[.]

50. Each of the aforementioned PMAs also contains a provision governing non-solicitation of G4S employees that reads in relevant part:

> Employee agrees that while Employee is employed by the Company and for a period of twelve (12) months after the date of termination of Employee's employment with the Company for any

> reason whatsoever, whether voluntary or involuntary, Employee will not, directly or indirectly:
>
> > (c) [e]mploy, solicit for employment, or advise or recommend to any person that such person solicit for employment or employ, any individual who is or has agreed to be employed by the Company.

51. The PMAs were necessary, in part, because of the significant amount of confidential and proprietary trade secret information the Defecting Employees would have access to and because of how damaging such information would be to G4S in the hands of a direct competitor—such as EX2.

52. The confidential and proprietary trade secret information the Defecting Employees had access to, relied upon, and used in connection with performing their job duties at G4S included, without limitation: pipeline reports, customer lists, G4S's annual business plans, financial information related to bidding projects as well as completed projects, margin information, estimate files, and policies and procedures (collectively, "G4S Trade Secrets"). The nature of these trade secrets is briefly summarized herein.

53. G4S's pipeline reports contain key competitive intelligence that is vital to G4S's business. This competitive intelligence includes, without limitation:

- detailed analysis of current bids;
- detailed analysis of prospective bids;
- statistical analysis and probabilities of current and future business opportunities;
- research, impressions, and derived analysis relating to customers, competitors, and market segments;
- identification of key customers and contacts employed at those customers;
- identification of key market sectors;
- the ability to filter all data by time, market sector, and geography;

- the ability to visualize data in charts and graphs for practical analysis; and
- key performance indicators that enable G4S to evaluate success at reaching target customers and contracts.

54. The aggregation, analysis, and visual presentation of pipeline reports was acquired through years of work at G4S. This data enables G4S to strategically identify, target, and pursue opportunities in a way that gives it an advantage over its competitors.

55. The competitive intelligence found in these pipeline reports is of particular significance in the telecommunications and network infrastructure market because contracts are primarily won through a blind bidding process. Thus, G4S would be harmed and subject to a severe competitive disadvantage if a competitor were to obtain and use these pipeline reports. Moreover, these reports would greatly assist such a competitor—particularly a startup competitor such as EX2—as it would enable that competitor to immediately identify, pursue, and compete for meaningful business opportunities.

56. G4S's annual business plans dictate and forecast in a detailed and specific manner G4S's business direction for the next year. These plans are compiled from a number of different sources within G4S, and identify, for example, the business opportunities G4S is most likely to pursue, revenue and profit projections, overhead costs, profit margins, and market trends. These plans not only aggregate confidential data, but also analyze what that data means to G4S and how G4S plans to use such confidential information. Any portion of this information would enable a competitor to bid more effectively against G4S because it discloses concrete details regarding G4S's "next moves." Moreover, it would enable a competitor—particularly a startup competitor such as EX2—to immediately cheat off G4S's "playbook," which identifies valuable information such as the most profitable opportunities in the coming year.

57. G4S's financial information consists of actual cost data of past projects and estimates of future projects. This data reflects information and knowledge obtained from past bids (both successful and unsuccessful) and completed projects. For example, a completed project may have included unanticipated costs that drastically reduced profitability. This data informs adjustments to or abstention from future contract bids. Thus, G4S's financial information is valuable to G4S's competitors—particularly to a startup competitor such as EX2––because it immediately enables unique precision in bidding and an increased likelihood of profitability in completing projects.

58. G4S's margin information and estimate files provide a breakdown of profit margins from past contracts and estimates for future contracts. This data enables G4S to identify and pursue the most profitable opportunities in the future, and avoid those projects with potential pitfalls. This data also informs G4S as to what profit margins will allow it to win future bids. Thus, G4S's margin information and estimate files are valuable to G4S's competitors—especially to a startup competitor such as EX2—because they immediately enable unique precision in bidding generally, and the specific ability to bid against and undercut G4S in future contracts. Moreover, a competitor's access to and use of G4S's future contract cost and margin estimates data enables a competitor to cheat off of G4S's work, obviating the need to conduct extensive independent research and analysis.

59. G4S's policies and procedures detail critical infrastructure to G4S's business. These policies and procedures, which are the result of years of experience and require continued refinement, include, for example, project manuals, quality plans, and safety manuals.

60. G4S's project manuals are the anatomy of its project contracts, and include bidding requirements, sample documents, conditions of the contract, and specifications.

61. G4S's quality plans specify proprietary quality standards, practices, resources, specifications, and the sequence of activities relevant to a particular product, service, project, or contract.

62. G4S's safety manuals outline proprietary policies and procedures necessary to promote a safe working environment.

63. G4S uses this collection of policies and procedures to (1) internally create and pursue new contract bids; (2) attract potential customers by inspiring confidence in G4S's infrastructure, experience, and capabilities; and (3) efficiently and consistently perform on and complete contracts. Any portion of this collection of policies and procedures would enable a startup competitor, such as EX2, to avoid having to start from scratch in independently developing these critical materials, thereby helping such a competitor immediately compete against established competitors much faster than it otherwise would have.

**Defendants' Trade Secret Misappropriation And Rote Copying Of G4S's Business**

64. In the fall of 2014, G4S made it known to its employees that it was prioritizing and re-committing to the telecom sector of its business. In an October 20, 2014 memo to all G4S employees, Ed Peterson, Senior VP of Sales and Marketing, stated: "With society's increased need for more bandwidth, it is clear this is still a very viable business. In an effort to lend additional focus to this vital part of our business, I have asked Misty Stine to focus 100% of her time on re-establishing ourselves as a major provider of Communications solutions. She has spent almost 20 years of her career successfully growing a powerhouse sales organization catering to this unique market. I am confident that she will be able to exponentially grow our Communications Sales in 2015 and beyond." This sentiment was reiterated by Sam Belbina, President of G4S, seven months later. Unbeknownst to Peterson and Belbina of G4S, Defendant Stine had already formed EX2 in August 2014 to compete with G4S.

65. At least by August 2014, and likely earlier, some of the Defecting Employees began conspiring to gut G4S, misappropriate its Trade Secrets, and form a new limited liability company, EX2, with the intent to undermine and unfairly compete against G4S in the telecommunications and network infrastructure markets. Over the next nine months, the ***entire*** executive team of EX2 migrated directly from G4S to EX2, guaranteeing use and disclosure of the G4S Trade Secrets in the establishment and operation of an enterprise that would directly compete with G4S.

66. On July 14, 2015, Defendant Jorgensen called Joe Schwaderer, G4S's Chief Financial Officer, and left a voice message stating that he had "an interesting idea." When Jorgensen and Schwaderer connected over the phone on July 16, 2015, Jorgensen suggested that G4S partner with EX2 such that EX2 could subcontract certain work to G4S employees. ***Defendant Jorgensen then suggested that if EX2 were to post job listings near a G4S regional office, EX2 would get replies from current G4S employees***.

67. Since entering the marketplace and competing directly against G4S, the founders of EX2 have continued to hire additional G4S employees in violation of their PMAs. Each of these former G4S employees have, without question, used and disclosed, and will continue to use and disclose G4S's Trade Secrets in working for EX2. This continued hiring of G4S employees gave EX2 a continued stream of access to G4S's most current competitive intelligence.

68. Similarly, upon information and belief, when EX2 was not building its employee ranks by directly poaching G4S's employees, EX2 did the next best thing that it could to directly compete with G4S—it posted job listings, portions of which were copied verbatim from job listings G4S previously used to seek additional employees.

69. EX2 not only poached its entire executive team from G4S, it also poached other G4S employees, and even G4S's job listings, so as to directly compete with G4S. EX2 also aimed to copy every facet of G4S's operation, including G4S's work product. For example, upon information and belief, EX2 submitted a feasibility study to Exelon, ***a client of G4S's***, for a potential project. The format of EX2's feasibility study was ***nearly identical*** to the format of the G4S feasibility studies that were submitted to Exelon before the Defecting Employees left G4S. Indeed, G4S independently created the format of its feasibility studies that were submitted to Exelon.

70. In furtherance of building its directly competitive enterprise to G4S, EX2 also approached both current and potential G4S customers. For example, during their July 16, 2015 telephone call, Defendant Jorgensen told Schwaderer, G4S's Chief Financial Officer, that Defendants Jorgensen and Mulder made an on-site visit to the Illinois State Toll Highway Authority, a critical G4S customer, and inquired about future contracts relating to telecommunications and network infrastructure.

71. Similarly, upon information and belief, EX2 recently obtained a contract with the City of Batavia, Illinois relating to the telecommunication and security industries. G4S has an ongoing contract with the City of Batavia, Illinois relating to the same industries ("Batavia Contract"), which was entered into in approximately November 2012, prior to when the Defecting Employees left G4S to start EX2. In fact, G4S's Batavia Contract resulted from Defendant Mulder's relationship with a city of Batavia representative.

72. While G4S's Trade Secrets are of great value to any G4S competitor, they are of particular value to a newly-formed competitor such as EX2. As detailed above, rather than having to start from scratch and invest significant time and resources to independently formulate,

develop, and build the corporate infrastructure necessary to compete, EX2 gained a tremendous and improper head start by misappropriating G4S's Trade Secrets. This allowed EX2 to focus on business generation, gaining additional industry experience, and other aspects of competing in the marketplace that it would clearly not have been able to do had the Defendants not misappropriated G4S's Trade Secrets. To take just one example, EX2 submitted a bid to the City of Davenport, Iowa for next generation, fiber-optic broadband communication services for the City of Davenport ("Davenport Contract") on April 16, 2015, ***which was the day after Defendant Mulder left G4S and before Defendants Benak, Swope, and Jorgensen had even left G4S***. EX2 would clearly not have been in a position to submit such a bid had the Defendants not misappropriated G4S's Trade Secrets.

73. Upon information and belief, on or about January of 2016, EX2 bid against G4S for a contract with Level 3 Communications, a G4S customer for more than 10 years, relating to telecommunications and network infrastructure.

74. Upon information and belief, on or about March of 2016, EX2 bid against G4S for a contract with Level 3 Communications relating to telecommunications and network infrastructure.

75. Upon information and belief, EX2 has won at least one contract with Level 3 Communications relating to telecommunications and network infrastructure.

76. Upon information and belief, on or about May 6, 2016, EX2 submitted a Fiber Route feasibility study to Exelon, a critical G4S customer, for a potential project. This is the feasibility study referenced in Paragraph 69, the format of which was ***nearly identical*** to the format of the G4S feasibility studies that were submitted to Exelon before the Defecting Employees left G4S.

77. In January 2017, pursuant to the New Jersey Open Records Law, G4S received copies of a technical proposal EX2 submitted to the New Jersey Turnpike Authority ("NJTA"),[4] a long standing customer of G4S, in November 2016, advertising and promoting EX2's services, and soliciting new business. ***Ironically***, EX2's proposal to NJTA contained the following warning:

> ***This document may contain trade secrets or other proprietary or confidential information of the Proposer. All pages containing trade secrets and/or proprietary or confidential information are labeled "CONFIDENTIAL – DO NOT DISCLOSE".*** Unless required by law, disclosure of such information to third parties is not permitted without the express, written permission of the Proposer.

78. EX2 chose to label 10 of the 24 pages of its proposal, "CONFIDENTIAL—DO NOT DISCLOSE." These pages include "Experience of the Firm on Similar Projects," ***including detailed descriptions of work G4S, and not EX2, performed for the ISTHA, the New York State Thruway Authority ("NYSTA"), and the Chicago Transit Authority ("CTA"),*** "Experience of the Project Manager on Similar Projects," "Key Personnel's Qualifications and Relevant Experience," which provides detailed information about at least one of the Defecting Employees, and "Understanding of the Project and the Authority's Needs."

79. In May 2017, pursuant to a Freedom of Information Act request, G4S received a proposal EX2 submitted to the Illinois State Toll Highway Authority, a critical G4S customer, on September 12, 2016, for a 5 year telecommunications and network infrastructure contract.[5] ***Here again***, EX2's proposal to ISTHA contained the same warning that EX2's proposal may contain EX2's "trade secrets or other proprietary or confidential information."

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[4] A copy of which is attached hereto as Exhibit C.

[5] A copy of which is attached hereto as Exhibit D.

80. As of approximately June 2017, the ISTHA posted on its website a forthcoming Request for Proposal, with a "Tentative Issue Date 2017" of "3rd Quarter," for "Fiber Optic Maintenance and Management Services." The "Initial Term" of the proposal is 3 years. And the "Estimated Value" is "$1 Million or Greater." https://www.illinoistollway.com/doing-business/goods-and-services#Buying%20Plan%20for%20Goods%20and%20Services.[6]

81. G4S was awarded this contract in 2014 and currently provides services to the ISTHA pursuant to the contract.

82. Upon information and belief, Kevin Glynn, EX2's director of business development—***and yet another former G4S employee***—met several weeks ago with Dave Lanthrop, a key decision maker at Avangrid, a critical G4S customer.

83. EX2's improper and artificial head start has and will continue to snowball. Defendants misappropriated G4S's Trade Secrets in order to enable EX2 to immediately compete for contracts—against G4S and others—which, in turn, enabled EX2 to gain more experience and industry credibility for future contracts. This ability to artificially compete against G4S and others, years before it otherwise would have, has and will continue to harm G4S. Ironically and shamefully, EX2 went to great lengths to congratulate itself in six different posts on its twitter feed for its rapid growth and "achievements" after only 1 year in the industry. Of course, no such self-congratulations would have been possible had the Defendants not misappropriated G4S's Trade Secrets.

**Relief Under The DTSA**

84. The fruits of Defendants' misappropriation have and will continue to manifest themselves in, among other things, (1) the contracts EX2 chooses to pursue, the terms of its bids,

[6] A copy of this website as of June 6, 2017 is attached hereto as Exhibit E.

and the format of its bids; (2) EX2's ability to inspire confidence in potential customers that it can successfully complete substantial contracts; (3) EX2's ability to successfully complete won contracts; and (4) EX2's current and future ability to compete against established competitors such as G4S.

85. G4S has and will continue to suffer irreparable harm for which there is no adequate remedy at law, and will continue to suffer irreparable harm unless this Court enjoins Defendants from (1) further misappropriation of the G4S Trade Secrets and (2) further benefitting from their misappropriation to date.

86. To prevent Defendants from further benefitting from their misappropriation of the G4S Trade Secrets to date, G4S specifically requests that this Court grant preliminary injunctive relief enjoining Defendants from bidding on any contracts relating to the telecommunication and security industries for a period of 12 months. Entry of this immediate, yet limited injunction is proper because it is appropriately aimed at reducing EX2's "head start" competitive advantage, which was gained through Defendants' misappropriation of G4S Trade Secrets. *See e.g. Rockwell Graphic Sys., Inc. v. Dev. Indus., Inc.*, Case No. 84 C 6746, 1993 U.S. Dist. LEXIS 10397, at **17-21 (N.D. Ill. July 27, 1993). Moreover, each of the named Defendants explicitly agreed not to compete with G4S for a period of 12 months after termination of employment for any reason because of the highly sensitive nature of the G4S Trade Secrets. Thus, each of the named Defendants contemplated and acknowledged the competitive advantage of a 12-month head start even absent intent to misappropriate the G4S Trade Secrets. The need for a 12-month injunction is further bolstered here by Defendants' willful and malicious misappropriation of the G4S Trade Secrets.

87. To prevent Defendants from further benefitting and misappropriating the G4S Trade Secrets, G4S requests that this Court grant preliminary injunctive relief: i) preventing Defendants either directly or indirectly from utilizing the G4S Trade Secrets and ii) for the expungement from all Defendants' systems and records of all the G4S Trade Secrets, all documents that contain any portion of the G4S Trade Secrets, and all documents derived from the G4S Trade Secrets. This expungement should be carried out either by G4S, or by a court appointed independent party that can review EX2's files in detail and document and verify that all confidential information misappropriated by EX2 has been retrieved and returned to G4S, and has been completely expunged.

88. G4S has already suffered damages, and certainly will continue to suffer damages, as a result of Defendants' violations of the DTSA, for which G4S also seeks past and future damages, exemplary damages, and a constructive trust over EX2's business operations for the benefit of G4S in amounts to be determined at trial.

**False Advertising Under the Lanham Act and Deceptive Trade Practices Under the IUDTPA**

89. In addition to misappropriating G4S's Trade Secrets, EX2 has engaged in a campaign of false advertising and unfair competition against G4S.

90. Upon information and belief, while advertising and promoting its own services, EX2 has made knowingly false and misleading statements to actual and prospective customers of G4S, including but not limited to, false and misleading statements that G4S is no longer interested in providing services to certain of its telecommunications and network infrastructure customers and that G4S is merely a security company and not a telecommunications company, thereby implying that G4S is no longer interested in servicing the telecommunications and network infrastructure markets, that G4S is no longer capable of servicing the

telecommunications and network infrastructure markets, and/or that G4S is planning to discontinue servicing the telecommunications and network infrastructure markets.

91. In the summer of 2016, while advertising and promoting EX2 services, and soliciting new business from PEG Bandwidth ("PEG"), EX2 made knowingly false and misleading statements to PEG regarding G4S's relationship with one of its customers, the New York State Thruway Authority ("NYSTA"). These knowingly false and misleading statements included allegations that EX2 was going to win the next fiber optic maintenance contract with the NYSTA and that G4S was not even interested in providing such fiber optic maintenance services to the NYSTA.

92. Upon information and belief, in November of 2016, while advertising and promoting EX2 services, and soliciting new business from the New Jersey Turnpike Authority ("NJTA"), a long standing customer of G4S, EX2 made knowingly false and misleading statements to the NJTA that G4S is merely a security company and not a telecommunications contractor, and thus, as implied by the NJTA's subsequent questions to G4S, created concerns as to whether G4S was no longer interested in servicing, incapable of servicing, and/or discontinuing its servicing of the telecommunications and network infrastructure markets. Upon information and belief, such knowingly false and misleading statements contributed to a negative evaluation of G4S's competing proposal for the NJTA business, and as a result G4S lost actual and prospective business with the NJTA.

93. In addition to making knowingly false statements about the business plans and/or capabilities of G4S, EX2 has made knowingly false and misleading statements about its own business experience, and the business experience of the Defecting Employees, while advertising and promoting EX2 services to prospective customers.

94. Again, as described above in Paragraph 77, while advertising and promoting EX2's services, and soliciting new business from the NJTA, EX2 submitted a technical proposal dated November 1, 2016. EX2's proposal provided false and misleading responses to NJTA inquiries. These false and misleading statements include taking credit for projects that were performed by G4S on behalf of the NYSTA, the CTA, as well as the ISTHA, and misrepresenting and exaggerating the participation and responsibilities of certain Defecting Employees in such projects.

95. Upon information and belief, while advertising and promoting EX2 services to actual and prospective customers of G4S, EX2 has made and continues to make knowingly false and misleading statements about the business plans and/or capabilities of G4S, as well as knowingly false and misleading statements about EX2's business experience and the business experience of the Defecting Employees. As a result of such knowingly false and misleading statements, G4S has lost business opportunities with such actual and prospective customers.

96. Upon information and belief, EX2 participated in the following industry events where actual and prospective customers of G4S were in attendance. Upon information and belief, at each of these industry events and others, EX2 continued its established pattern and practice of making knowingly false and misleading statements about the business plans and/or capabilities of G4S, as well as knowingly false and misleading statements about EX2's business experience and the business experience of the Defecting Employees. Upon information and belief, some examples where EX2's pattern and practice of making false and misleading statements occurred were at industry events listed below. Upon information and belief, EX2 used these industry events to tout who they are, what they do, what experience they have, and why customers should choose EX2 for future contracts. Upon information and belief, EX2

advertised and promoted its false and misleading messages through communicating with potential customers via, for example, booths, exhibits, PowerPoint presentations, speaking panels, and hosting cocktail events. Moreover, upon information and belief, Kevin Glynn, EX2's director of business development, attended a number of these events.

97. Upon information and belief, EX2 participated in the Mountain Connect Conference on June 5-7, 2016. Upon information and belief, EX2 set up a booth and promoted its services at the Mountain Connect Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed:[7] "Join eX2 Technology at the Mountain Connect Conference booth #21, June 5-7 in Keystone, CO."

98. Upon information and belief, EX2 participated in the ITS America Trade Show on June 13, 2016. Upon information and belief, EX2 promoted its services at ITS America Trade Show and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Heading to ITS America today! #THISisITS."

99. Upon information and belief, EX2 participated in the SmartGigabit Bay Area Conference on June 27-28, 2016. Upon information and belief, EX2 sponsored, promoted its services, had an exhibit, made a presentation, and hosted a cocktail party at the SmartGigabit Bay Area Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Join eX2 as we sponsor, exhibit, & speak at the SmartGIGABIT Bay Area Conference, June 28-29" and "Join eX2 as we are hosting a cocktail hour for all conference attendee's on Monday 6/27 at the SmartGigabit Bay Area."

100. Upon information and belief, EX2 participated in the National Association of Telecommunications Officers and Advisors Conference on Sept. 19-22, 2016 ("NATOA

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[7] A copy of EX2's twitter feed (@eX2Technology) as of May 24, 2017 is attached hereto as Exhibit F.

Conference"). Upon information and belief, EX2 promoted its services and made a presentation at the NATOA and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Join eX2 Systems Engineer Jerry Castic to learn how to protect your community networks at @NATOA Conference."

101. Upon information and belief, EX2 participated in the International Bridge, Tunnel and Turnpike Association Conference on Sept. 11-14, 2016 ("IBTTA Conference"). Upon information and belief, EX2 set up a booth and promoted its services at the IBTTA Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "See Partnerships from a Whole New Vantage Point, stop by booth #300 at #IBTTA and meet our talented ITS team!" and "Stop by eX2 Technology #300 at the IBTTA. Snap a selfie with our team to win a pair of binoculars #IBTTAHunt or #eX2atIBTTA to win a Drone!"

102. Upon information and belief, EX2 participated in the National Rural Intelligent Transportation Systems Conference on Oct. 2-5, 2016 ("NRITS Conference"). Upon information and belief, EX2 set up a booth and promoted its services at the NRITS Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Join us at the NRITS Conference In Chattanooga Oct 2-5th to learn how to deliver turnkey ITS & smart highway solutions with P3's #NRITS" and "Join ex2 Technology next week (October 2-5th) at the NRITS Conference in Chattanooga, TN. Stop by Booth #35! #NRITS2016."

103. Upon information and belief, EX2 participated in the SmartGig Ohio Conference & Demo Event on Oct. 11-12, 2016 ("SmartGig Ohio Conference"). Upon information and belief, EX2 sponsored, promoted its services, had an exhibit, and spoke on a panel at the SmartGig Ohio Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Join eX2 Technology as they are an elite sponsor, exhibitor and

panelist at the SmartGig Ohio Conference Oct 11-12th @SmartGigOhio" and "Join eX2 Technology at @SmartGigOhio Oct 11-12 as the excitement is building in anticipation for this energetic, vibrant conference!"

104. Upon information and belief, EX2 participated in the Broadband Communities Conference on Oct. 18-20, 2016. Upon information and belief, EX2 set up a booth, promoted its services, and hosted a cocktail reception at the Broadband Communities Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed:

- "Join eX2 Technology at booth #25 at Broadband Communities Conference, October 18-20, in Minneapolis, Minn. @bbcmag"
- "The eX2 team is headed to Minneapolis to the Broadband Communities Conference, Oct. 18-20, stop by #25 to win a pair of binoculars! @bbcmag"
- "Today is the day! ex2 is looking forward to meeting all of you at the #BBCECO16 and join us as we sponsor the cocktail reception on Wed."

105. Upon information and belief, EX2 participated in the SmartGig Chicago Conference on Nov. 2-3, 2016. Upon information and belief, EX2 promoted its services at the SmartGig Chicago Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Join eX2 Technology @smartgigchicago Nov. 2-3. Learn how high-speed broadband can improve the future of your community's internet platform" and "We had a great first day at the SmartGig Chicago, looking forward to day 2 of the conference."

106. Upon information and belief, EX2 participated in the Transforming Communities: Broadband Goals for 2017 and Beyond on Nov. 29-30, 2016 ("TCBG Conference"). Upon information and belief, EX2 promoted its services at the TCBG Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "eX2 is looking forward to engaging with industry leaders at the Transforming Communities event today @SHLBCoalition @NextCentCit #BBgoals."

107. Upon information and belief, EX2 participated in the P3 Conference on Feb. 27-March 1, 2017. Upon information and belief, EX2 set up a booth and promoted its services at the P3 Conference and encouraged potential customers to attend. Upon information and belief, EX2 promoted in a false and misleading way that it had "decades" of experience in the P3 industry, which it does not. Moreover, upon information and belief, EX2 used information derived from G4S's Trade Secrets in its promotion at the P3 Conference. In fact, Defecting Employee Stine attended the P3 Conference. EX2 promoted the following on its twitter feed:

- "Gain valuable info from eX2 on utilizing P3 models to offset network build costs and maximizing revenue potential @theP3conference, Feb 27."
- "Learn about creative financing & revenue generation opportunities from eX2 P3 experts Feb 27 at @theP3conference," "eX2 P3 experts share decades of creative financing & revenue generation expertise @thep3conference, Booth #D."
- "Kevin Glynn [EX2's director of business development] representing eX2 Technology at the P3 Conference [with picture of Glynn standing in front of EX2's booth and promotional displays]."

108. Upon information and belief, EX2 participated in the INCOMPAS Show on April 3-5, 2017 ("INCOMPAS Conference"). Upon information and belief, EX2 promoted its services at the INCOMPAS Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Connect with us at the @INCOMPAS Show, April 3-5 in New Orleans, for partnership and network expansion opportunities. #INCOMPAS17" and "It's opening night of Incompas 2017! Connect with us via the @INCOMPAS mobile app for shared resource & network expansion opportunities."

109. Upon information and belief, EX2 participated in the International Bridge, Tunnel and Turnpike Association Conference on April 23-25, 2017 ("2017 IBTTA Conference"). Upon information and belief, EX2 promoted its services at the 2017 IBTTA Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "eX$^2$

Technology is helping develop smarter, more connected roadways with unique P3s. Learn more at the @IBTTA Summit!"

110. Upon information and belief, EX2 participated in the New England Intelligent Transportation Society Annual Interchange on April 24-25, 2017 ("NEITS Conference"). Upon information and belief, EX2 sponsored, promoted its services, and spoke on a panel at the NEITS Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "We are on the move! eX² industry expert Kevin Glynn [EX2's director of business development] joins the 2017 NEITS Annual Interchange Truck Parking Traveler Information panel today!"

111. Upon information and belief, EX2 participated in the Broadband Communities Summit on May 1-4, 2017. Upon information and belief, EX2 set up a booth and promoted its services at the Broadband Communities Summit and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Excited to exhibit at the @bbcmag 2017 Summit May 1st - 4th in Dallas, TX! Stop by exhibit TT-12 for a chance to win a $200 MLB gift card!" and "Back in Dallas for #BBCsum17! Talk to us about community broadband business models & enter to win a $200 MLB gift card @ TT-12. @bbcmag." In connection with its twitter promotion of the Broadband Communities Summit, EX2 further touted its new contract with the City of Batavia, Illinois, G4S's customer. Upon information and belief, EX2 further touted its contract with the City of Batavia, Illinois through, at least, large displays at the Broadband Communities Summit.

112. Upon information and belief, EX2 participated in the Mountain Connect Conference on May 22-24, 2017. Upon information and belief, EX2 set up a booth, promoted its

services, spoke on panels, and moderated panels at the Mountain Connect Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed:

- "We're exhibiting at @MountainConnect 2017! Join us in Keystone, May 22-24 as we work together to advance Colorado communities!"

- "Excited for @MountainConnect! Join us in Keystone, CO, May 22 – 24 to see how eX$^{2}$ Technology is connecting communities to the gigabit world."

- "Connecting with communities at #MountainConnect Booth 16. Stop by, say hi and enter to win a $200 MLB gift card."

- "eX2's Jeffrey Gavlinski & Entry Point's Jeff Christensen discuss "Moving Beyond the Feasibility Study" at #MountainConnect [with picture of Gavlinski and Christensen on a speaking panel]."

- "Final day @MountainConnect! Stop by Booth 16, discuss how P3s can help drive your broadband project and enter to win a $200 MLB gift card."

- "eX$^{2}$'s Kevin Glynn [EX2's director of business development] moderating the "Using Communications Infrastructure as a Smart Highway Development Tool" panel at @MountainConnect [with picture of Glynn moderating a panel and picture of event program listing details of Glynn's panel]!"

113. Upon information and belief, EX2 participated in the Schools, Health & Libraries Broadband Coalition Conference on May 31-June 2, 2017 ("SHLB Conference"). Upon information and belief, EX2 promoted its services at the SHLB Conference and encouraged potential customers to attend. EX2 promoted the following on its twitter feed: "Attend #P3 workshop w/ @ctc_technology @LOCALnetchoice @IMGRebel @ex2Technology & @bnatraveler. #USofAnchors" and "We'll be at the @SHLBCoalition Conference in Crystal City, VA! Don't miss eX$^{2}$'s Jeff Gavlinski at the P3 Workshop Thursday, 9:30-10:45 am."

**Relief Under The Lanham Act And IUDTPA**

114. G4S has no adequate remedy at law and will suffer substantial and irreparable harm unless Defendant EX2 is enjoined, under the Lanham Act and IUDTPA, from contacting directly or indirectly any G4S customer or prospective customer and making false or misleading

statements regarding G4S, G4S's business plans, G4S's services, G4S's intent to perform services, and/or G4S's ability to perform services. G4S therefore seeks an injunction preventing Defendant EX2, either directly or indirectly, from contacting any customer or prospective customer of G4S and making false or misleading statements regarding G4S, G4S's services, G4S's intent to perform services, and/or G4S's ability to perform services, including but not limited to false or misleading statements that G4S is no longer interested in providing services to certain of its telecommunications and network infrastructure customers, that G4S is no longer interested in servicing the telecommunications and network infrastructure markets, that G4S is no longer capable of servicing the telecommunications and network infrastructure markets, and/or that G4S is planning to discontinue servicing the telecommunications and network infrastructure markets.

115. G4S has no adequate remedy at law and will suffer substantial and irreparable harm unless Defendant EX2 is enjoined, under the Lanham Act and IUDTPA, from contacting directly or indirectly any G4S customer or prospective customer and making false or misleading statements regarding EX2's business experience and/or the business experience of the Defecting Employees. G4S therefore seeks an injunction preventing Defendant EX2, either directly or indirectly, from contacting any customer or prospective customer of G4S and making false or misleading statements regarding EX2's business experience and/or the business experience of the Defecting Employees, including but not limited to taking credit for projects that were performed by G4S, or misrepresenting or exaggerating the participation and responsibilities of Defecting Employees in the performance of such projects by G4S.

116. G4S also seeks injunctive relief requiring that (1) EX2 send written statements by certified mail—in a form to be proposed by G4S and reviewed by and ordered by the Court—to

EX2's customers stating that EX2 made false and misleading statements as detailed above, and stating that EX2 wishes to correct those false and misleading statements, and (2) EX2 include in those written statements a copy of this Court's Order setting forth the injunctive relief ordered against EX2. On information and belief, G4S has already suffered damages through lost bids, lost sales, and lost customers, and certainly will suffer damages, as a result of EX2's false advertising and unfair competition in violation of the Lanham Act, for which G4S also seeks past damages in an amount to be determined at trial.[8]

**COUNT I**
**VIOLATION OF DEFEND TRADE SECRETS ACT, 18 U.S.C. § 1836 BY EX2, HILDEBRAND, STINE, KAWAMOTO, BENAK, SWOPE, MULDER, AND JORGENSEN**

117. G4S incorporates by reference all allegations in all preceding and subsequent paragraphs of this Complaint as if fully set forth herein.

118. The G4S Trade Secrets, which are the subject of the PMAs and which were accessed by and used by the Defecting Employees, constitute trade secrets under 18 U.S.C. § 1839.

119. The G4S Trade Secrets relate to products and services used in or intended for use in interstate and foreign commerce, and derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from the disclosure or use.

120. The G4S Trade Secrets are and have been the subject of efforts that are reasonable under the circumstances to maintain their secrecy. Those efforts include, but are not limited to,

[8] There is pending litigation captioned *G4S Technology LLC v. Kyle Hildebrand, Misty Stine, James Kawamoto and EX2 Technology, LLC*; in the Douglas County District Court of the State of Nebraska; Case No. CI-15-5517. That case was filed before the federal Defend Trade Secrets Act was passed and involves claims not asserted here. Likewise, none of the claims asserted in this lawsuit are alleged in the Nebraska state case.

contractual duties under the PMAs and the fiduciary and other duties owed by the Defecting Employees.

121. The Defecting Employees acquired knowledge of the G4S Trade Secrets in confidence and as a result of their contractual, confidential, and fiduciary relationship with, and their promises to and their agreements with, G4S.

122. Each of the Defecting Employees explicitly acknowledged the following in their PMA regarding the G4S Trade Secrets: "Employee further acknowledges that, ***because the Proprietary Information could not practically be disregarded, the provision of similar services to a competitor of the Company immediately following the termination of Employee's employment with the Company would inherently and inevitably result in the use of Proprietary Information by Employee, even if Employee were to use Employee's best efforts to avoid using such Proprietary Information***."

123. Upon information and belief, the G4S Trade Secrets have been used by EX2 and the other named Defendants in violation of the Defecting Employees' contractual and fiduciary duties to maintain their secrecy.

124. EX2 and the Defecting Employees have and will continue to misappropriate the G4S Trade Secrets by, among other acts and omissions, engaging in the conduct alleged herein, including:

(a) disclosing and using the G4S Trade Secrets without G4S's express or implied consent after acquiring knowledge of such trade secrets by EX2 and inducing the Defecting Employees to breach their contractual and fiduciary duties to G4S to maintain the secrecy thereof;

(b) disclosing and using the G4S Trade Secrets without G4S's express or implied consent when, at the time of their disclosure and use, EX2 knew or had reason to know that the knowledge of the G4S Trade Secrets was derived from or through a person who owed a duty to G4S to maintain the secrecy of the G4S Trade Secrets or limit the use of the G4S Trade Secrets; and

(c) disclosing and using the G4S Trade Secrets without G4S's express or implied consent when, at the time of their disclosure and use, EX2 and the Defecting Employees knew or had reason to know that Defecting Employees' knowledge of the G4S Trade Secrets was acquired under circumstances giving rise to a duty to maintain the secrecy of the G4S Trade Secrets or limit the use of the G4S Trade Secrets.

125. EX2 and the Defecting Employees have used and continue to use G4S's misappropriated trade secrets in the furtherance of EX2's business operations, in unfair competition with G4S.

126. As a direct and proximate result of the foregoing, G4S has suffered damages in an amount to be determined at trial.

127. Moreover, G4S has suffered irreparable harm for which there is no adequate remedy at law, and will continue to suffer irreparable harm unless this Court enjoins EX2 and the Defective Employees from (1) further misappropriating the G4S Trade Secrets and (2) further reaping the fruits of their misappropriation.

128. Finally, by way of Defendants' willful and malicious misappropriation of G4S's trade secrets, G4S is entitled to an award of exemplary damages and reasonable attorney's fees.

## COUNT II
## VIOLATION OF SECTION 43(a) OF THE LANHAM ACT, 15 U.S.C. § 1125(a), BY EX2

129. G4S incorporates by reference all allegations in all preceding and subsequent paragraphs of this Complaint as if fully set forth herein.

130. While advertising and promoting its services, EX2 has made knowingly false and misleading statements regarding G4S, G4S's business plans, G4S's services, G4S's intent to perform services, and/or G4S's ability to perform services to certain customers and/or market sectors.

131. While advertising and promoting its services, EX2 has made knowingly false and misleading statements regarding EX2's business experience and/or the business experience of the Defecting Employees, including but not limited to taking credit for projects that were performed by G4S, or misrepresenting or exaggerating the participation and responsibilities of Defecting Employees in the performance of such projects by G4S.

132. EX2's knowingly false and misleading statements were systematically communicated to a significant portion of the industry in which EX2 and G4S compete, and were made for the purpose of influencing customers to purchase EX2's services.

133. As a result of such knowingly false and misleading statements, made by EX2 while advertising and promoting its services, G4S has been damaged and continues to be damaged.

134. Such knowingly false and misleading statements, made while advertising and promoting its own services, constitute unfair competition and false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

**COUNT III**
**VIOLATION OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT, 815 ILCS 510, BY EX2**

135. G4S incorporates by reference all allegations in all preceding and subsequent paragraphs of this Complaint as if fully set forth herein.

136. While advertising and promoting its services, EX2 has made knowingly false and misleading statements regarding G4S, G4S's business plans, G4S's services, G4S's intent to perform services, and/or G4S's ability to perform services to certain customers and/or market sectors.

137. While advertising and promoting its services, EX2 has made knowingly false and misleading statements regarding EX2's business experience and/or the business experience of the Defecting Employees, including but not limited to taking credit for projects that were performed by G4S, or misrepresenting or exaggerating the participation and responsibilities of Defecting Employees in the performance of such projects by G4S.

138. EX2's knowingly false and misleading statements were systematically communicated to a significant portion of the industry in which EX2 and G4S compete, and were made for the purpose of influencing customers to purchase EX2's services.

139. As a result of such knowingly false and misleading statements, made by EX2 while advertising and promoting its services, G4S has been damaged and continues to be damaged.

140. Such knowingly false and misleading statements, made while advertising and promoting its own services, constitute unfair competition and false advertising in violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510.

141. EX2 willfully engaged in these deceptive trade practices.

WHEREFORE, G4S prays for a judgment against Defendants for:

i. preliminary injunctive relief pursuant to the DTSA to prohibit Defendants from bidding on any contracts relating to the telecommunication and security industries for a period of 12 months;

ii. injunctive relief pursuant to the DTSA to prohibit Defendants either directly or indirectly from utilizing the G4S Trade Secrets;

iii. injunctive relief pursuant to the DTSA to expunge from all Defendants' systems and records all G4S Trade Secrets, all documents that contain any portion of the G4S Trade Secrets, and all documents derived from the G4S Trade Secrets;

iv. injunctive relief prohibiting EX2 and the individual defendants from using G4S's accounts as references or as relevant business experience;

v. injunctive relief prohibiting EX2 from accepting any contracts or awards received that involved EX2 using G4S's accounts as references or as relevant business experience;

vi. past and future damages, including reasonable royalties, under the DTSA, and a constructive trust over EX2's business operations for the benefit of G4S in an amount to be determined at trial;

vii. an award of exemplary damages in an amount 2 times the amount of the past damages under the DTSA;

viii. an award of reasonable attorney's fees pursuant to the DTSA;

ix. injunctive relief in that EX2 is required to send written statements by certified mail—in a form to be proposed by G4S and reviewed by and ordered by the Court—to EX2's customers stating that EX2 made false and misleading statements as detailed above, and stating that EX2 wishes to correct those false and misleading statements and that EX2 include in those written statements a copy of this Court's Order setting forth the injunctive relief ordered against EX2;

x. injunctive relief pursuant to 15 U.S.C. §1116 and 815 ILCS 510/3 preventing EX2 from making false or misleading statements regarding G4S, its business plans, G4S's services, G4S's intent to perform services, and/or its ability to perform services, including but not limited to false or misleading statements that G4S is no longer interested in providing services to certain of its telecommunications and network infrastructure customers, that G4S is no longer interested in servicing the telecommunications and network infrastructure markets, that G4S is no longer capable of servicing the telecommunications and network infrastructure markets, and/or that G4S is planning to discontinue servicing the telecommunications and network infrastructure markets, and further requiring EX2;

xi. injunctive relief pursuant to the 15 U.S.C. §1116 and 815 ILCS 510/3 preventing EX2 from making false and misleading statements regarding EX2's business experience and/or the business experience of the Defecting Employees, including but not limited to taking credit for projects that were performed by G4S, or misrepresenting or exaggerating the participation and responsibilities of Defecting Employees in the performance of such projects by G4S;

xii. an order directing EX2 to file with the court and serve on G4S, within thirty days after the service on EX2 of the foregoing injunction, a report in writing under oath setting forth in detail the manner and form in which EX2 has complied with the injunction;

xiii. an award of all profits of EX2 and all damages of G4S attributable to EX2's violation of 15 U.S.C. § 1125(a) in an amount to be determined at trial;

xiv. treble damages under 15 U.S.C. §1117(a);

xv. an order deeming this action an exceptional case under 15 U.S.C. §1117(a) and an award of reasonable attorney fees;

xvi. an award of the costs of this action and attorneys' fees incurred as a result of EX2's willful engagement in deceptive trade practices, pursuant to at least 815 ILCS 510/3;

xvii. the costs of this action; and

xviii. any and all other relief to which G4S appears entitled.

**JURY TRIAL DEMANDED**

G4S hereby demands a trial by jury on all matters so triable.

Dated: June 6, 2017.

G4S Secure Integration LLC, f/k/a G4S Technology, LLC, Plaintiff

By /s/ Andrew R. DeVooght

Jeremy D. Margolis
Andrew R. DeVooght
John A. Cotiguala
Loeb & Loeb LLP
321 North Clark Street, Suite 2300
Chicago, IL 60654
Telephone: (312) 464-3100
Facsimile: (312) 464-3111
jmargolis@loeb.com
adevooght@loeb.com
jcotiguala@loeb.com